THE HON'BLE SRI JUSTICE N.V. RAMANA

W.P. No. 6360 of 2006

Order:

The petitioner's husband, namely K. Bapaiah died in harness on 23.02.2003 while working as S.S.T.T. in the respondents-BSNL. The case of the petitioner is that her husband while in service was promoted from the cadre of TTS Grade 'B' to the cadre of STS of TTS Grade 'A', vide proceedings dated 17.05.2001. The petitioner states that though he was promoted to Group 'A' post, the respondents had deducted premium of Rs.60/- per month towards the insurance policy under the Central Government Employees Group Insurance Scheme (CGEGIS) till 31.12.2001, which covered the risk to the extent of Rs.60,000/-. However, w.e.f. 01.01.2002 till his death i.e. February, 2003, the respondents deducted premium of Rs.120/- per month, which covered the risk to the extent of Rs.1,20,000/-.

The petitioner states that after the death of her husband she submitted claim application for payment of CGEGIS along with other family pension papers, but the respondents instead of paying Rs.1,20,000/-, have paid only Rs.60,000/- towards CGEGIS on 25.06.2003, stating that since her husband was promoted to Group 'A' cadre on temporary/*ad hoc* basis, he is not entitled for higher insurance coverage of Rs.1,20,000/-. The petitioner states that since the respondents deducted premium of Rs.120/- per month, which covered the risk to the extent of Rs.1,20,000/-, she is entitled to Rs.1,20,000/-, and though she made representation to the respondents requesting them to pay higher insurance coverage amount as per the rules, the respondents instead of considering her case, have refunded the excess amount of Rs.840/- deducted from the salary of her late

husband towards monthly premiums vide cheque bearing No.759689, dated 16.05.2005. She states that aggrieved thereby, she preferred appeal before the Chief General Manager, Telecom, A.P. Circle, Hyderabad, but the same was rejected by the impugned order.

The learned counsel for the petitioner submits that since the husband of the petitioner, who was working in Group 'B' cadre post was promoted to Group 'A' cadre post. For the post of Group 'B' post, the premium for CGEGIS is Rs.60/- per month, which covers risk to the extent of Rs.60,000/- and in respect of Group 'A' post, the premium is Rs.120/-, which covers risk to the extent of Rs.1,20,000/-. Since the respondents upon promotion of the petitioner's husband to Group 'A' post have deducted Rs.120/- per month towards CGEGIS premium, and he having died while working in the said post, is entitled to the risk amount of Rs.1,20,000/- covered by the policy, and the action of the respondents in paying him Rs.60,000/- in stead of Rs.1,20,000/- is illegal and arbitrary, and more so having regard to paragraph 5.4 of the Central Government Employees' Group Insurance Scheme, 1980, which states that once an employee is admitted to a higher group, the rate of subscription will continue at the same level even if that employee is reverted to a post in the lower Group later on for any reason.

The respondents filed counter-affidavit. The learned Standing Counsel for the respondents reiterating the counter averments submitted that the promotion of the husband of the petitioner from Group 'B' to Group 'A' post was on temporary/ad hoc basis. Instead of deducting premium of Rs.60/- per month towards CGEGIS, the officials have erroneously deducted premium of Rs.120/- per month towards CGEGIS by treating as if he was regularly promoted. Since the promotion of the husband of the petitioner was not in a substantive

post, he is not entitled to the risk coverage of Rs.1,20,000/-, and no exception can be taken to the action of the respondents in not paying her Rs.1,20,000/-, and more so when the excess premium erroneously deducted from the salary of the husband of the petitioner, was refunded to the petitioner.

Heard the learned counsel for the petitioner and the learned Standing Counsel for the respondents-BSNL.

There is no dispute about the fact that the husband of the petitioner was promoted from the post of Group 'B' post to Group 'A' post. In respect of Group 'B' post, premium of Rs.60/- is deducted from each employee under CGEGIS, which covers risk to the extent of Rs.60,000/-, while in respect of Group 'A' post, premium of Rs.120/- is deducted from each employee, which covers risk to the extent of Rs.1,20,000/-.

Though the husband of the petitioner was promoted to a higher post, namely Group 'A' post, and enhanced premium of Rs.120/- per month was deducted from his salary for some time till his death, it is the specific contention of the respondents, as is evident from the counter, that the promotion of the husband of the petitioner to Group 'A' post is only on temporary/ad hoc basis and was not made in a substantive post. To substantiate their contention that an employee promoted on temporary/ad hoc basis, and whose promotion is not a regular promotion, is not entitled to deduction of enhanced premium and enhanced risk coverage, the respondents produced copy of letter dated 15.07.2004, addressed by the Jt. DDG (Corporate Accounts) to the Chief General Manager, wherein it was pointed out that the promotion of Group 'B' officers to the posts of STS under Group 'A' being purely on temporary basis, deduction of Rs.120/- towards subscription under CGEGIS from such officers, was not supported by

the Rules of CGEGIS, and while pointing out so, the Heads of Telecom Circles were requested to take corrective action/measures immediately.

Since the promotion of the husband of the petitioner from Group 'B' post to Group 'A' post was said to be on temporary/ad hoc basis, and not in a substantive post, the officials of the respondents could not have deducted higher premium of Rs.120/- per month under CGEGIS, which covered the risk to the extent of Rs.1,20,000/-, from the salary of the husband of the petitioner. Inasmuch as it is the specific case of the respondents that their officials have erroneously deducted the enhanced premium of Rs.120/- per month instead of Rs.60/- per month from the salary of the husband of the petitioner, and having regard to the fact that the excess amount so deducted from the salary of the husband of the petitioner, was also refunded to the petitioner, I am of the considered opinion that the husband of the petitioner is not entitled to the higher risk coverage of Rs.1,20,000/-, and no exception can be taken to the action of the respondents in not paying the petitioner the higher risk coverage amount of Rs. 1,20,000/-.

For the foregoing reasons, I find no merit in the writ petition, and the same is accordingly dismissed.

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N.V. RAMANA, J.

Dated: 20th July, 2007.
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